

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ [X] IS [] IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES 1 13		
1. REQUEST NO. DAKF40-01-T-0175	2. DATE ISSUED 02-Jul-2001	3. REQUISITION/PURCHASE REQUEST NO. PWBOMA-1172-N368	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY INSTALLATION BUSINESS OFFICE CONTRACTING PWBC CONTRACTING BUILDING 3-1632 BUTNER ROAD FORT BRAGG NC 28310-5000			6. DELIVER BY (Date) SEE SCHEDULE			
			7. DELIVERY [X] FOB [] OTHER DESTINATION (See Schedule)			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) PEGGY A. HARTUNG (910) 396-4897			9. DESTINATION (Consignee and address, including ZIP Code) PWBC CONSTRUCTION MANAGEMENT DIVISION ROBERT HARRIS / CHIEF, PWBC/CMD AFZA-PW-C, BLDG. 3-1933 FORT BRAGG NC 28307-0120 Phone: 910 396-2308 FAX: 910 396-7463			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE						
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 17-Jul-2001						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS No. (%)	
NOTE: Additional provisions and representations [] are [] are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

SECTION Schedule Continuation

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Lump Sum		
	Repair & Reno Motor Pool, Bldg D-2026				
	FFP				
	PURCHASE REQUEST NUMBER PWBOMA-1172-N368				

CLAUSES INCORPORATED BY REFERENCE:

52.000-4004 I Federal Holidays

JAN 2000

CLAUSES INCORPORATED BY FULL TEXT

DEPARTMENT OF LABOR WAGE DETERMINATION GENERAL DECISION NO. NC010032 IS APLLICABLE. (SEE TE 2)

EVALUATION FACTORS: QUOTES WILL BE EVALUATED AS TO PRICE, PAST PERFORMANCE, AND CENTRAL CONTRACTOR REGISTRATION (CCR).

PAST PERFORMANCE – ACCEPTABLE PAST PERFORMANCE WILL BE BASED ON EVIDENCE THAT THE CONTRACTOR HAS SATISFACTORILY COMPLETED ON SCHEDULE. SEE LOCAL CLAUSE 52.0000-4063 TITLED “PREAWARD”

AWARD FACTORS: AWARD WILL BE MADE TO THE RESPONSIVE , RESPONSIBLE CENTRAL CONTRACT REGISTERED EMERGING SMALL BUSINESS WHOSE PRICE AND PAST PERFORMANCE OFFERS THE BEST OVERALL VALUE TO THE GOVERNMENT.

THE ESTIMATED PRICE IS BETWEEN \$0 and \$25,000.00

SITE VISIT – SEE CLAUSE 52.236-27 I

FAILURE TO VISIT THE JOB SITE WILL NOT DISQUALIFY A QUOTE, HOWEVER, THE PROSPECTIVE CONTRACTOR ACTS AS THEIR OWN RISK AND WILL NOT BE RELIEVED FROM COMPLYING WITH THE TERMS AND CONDITIONS OF ANY RESULTANT CONTRACT BY REASON OF ABOVE

PROJECT NUMBER : -CA-00014-1

1. GENERAL. The contractor shall furnish all labor, equipment, transportation, and materials

necessary to perform all work in strict compliance with these specifications, schedules, applicable and other contract documents.

2. LOCATION: Building D-2026, Gruber Road, Fort Bragg, NC

3. INSPECTION: Inspection will be by the, Public Works Business Center (PWBC), Fort Bragg, NC The contractor shall notify Harold Hill (910) 396-6682, at least three days prior to starting work.

4. SPECIAL PROVISIONS:

4.1 Hours of Work. The contractor shall accomplish this work between the hours of 7:30 AM and 4:00 PM, Monday thru Friday. No work will be done on weekends or Federal Holidays without prior written approval of the Contracting Officer.

4.2 The contractor shall not employ any person who is an employee of the U.S. Government if the employment of that person would create a conflict of interest.

4.3 Contractor shall wear distinctive clothing bearing the company's name or wear a badge which contains the company's name and the employee's name clearly displayed at all times while working on Fort Bragg. The contractor shall be responsible for the conduct and appearance of his employees while working on Fort Bragg.

4.4 The building will be occupied during accomplishment of work. Interference with and inconvenience to the other Contractor shall be held to an absolute minimum. The contractor is responsible for providing such covering, shields, and barricades as required to protect the facility occupants, furniture, equipment, supplies, etc., from dust, debris, weather intrusion, or other damage resulting from construction.

5. The contractor shall have a complete and approved PWBC excavation permit in his possession prior to any excavation, to include sign or fence postholes. The contractor shall schedule an appointment to locate utility lines at least 5 calendar days prior to any excavation with the PWBC Facility Maintenance Division, Building 31634, Butner Road, (910) 396-2772. The contractor shall also be responsible for coordination with ITBC, Outside Plant Branch, Building 1-1434, Scott Street, (910) 396-8200 and CATV Company for locating communication lines and CATV lines prior to any excavation .

6. The contractor shall clean up and remove debris daily.

SUBJECT: Project No. CA-00014-0

7. Scope of Work: The contractor shall furnish all labor, materials, equipment, transportation, tools, supervision and any other items necessary to:

7.1 In Offices # 1, 2 and 3, demo existing walls and ceilings as shown on the attached sketch. **(SEE TE 1)** Remove light fixtures on beam above wall. Construct new walls as shown on the attached sketch. Wall between bay area and office area will be built to the underside of the beam and completely sealed on all sides. Walls between offices will be 9' high. Install suspended ceiling system 8' from floor in the three (3) offices with new 2' X 4', 4 tube, energy saving light fixtures with electronic ballasts. In room #4, Demo existing walls and wire mesh ceiling. Construct new walls with 2" X 6" ceiling joists and reinstall the wire mesh for ceiling.

7.2 Walls will be constructed of 3 5/8", 20 ga metal studs, 16" oc, with 5/8" sheetrock taped, finished and painted. Base will be 1" X 4" pine. Doors will be 3'0" X 6'8", 18 ga metal w/metal frames. Locksets will be heavy-duty single cylinder deadbolt with knob. All doors will have weather-stripping, thresholds, kick plates, and door closures installed.

7.3 Contractor will remove and re-install receptacles as needed to construct new walls. Contractor will install new switches, lights and receptacles as shown on the attached sketches. All new electrical will be tied into existing circuits.

7.4 Painting: All new construction will be primed and painted with two (2) coats of finish paint. Paint colors for walls and trim will match existing walls and trim in the building.

7.5 All work shall comply with the Uniform Building Code and Life Safety Code.

7.6 All electrical work shall comply with **NFPA 70, NEC, NFPA 101 and Life Safety Code.**

52.000-4000 I	ALTERNATE DISPUTES RESOLUTION (ADR) (OCT 1998)	JUN 1999
	(CIL 96-10)	
52.000-4035	LOCAL CLAUSES INCORPORATED BY REFERENCE (OCT 1998)	JUN 1999
52.000-4036	MOBILIZATION AND OTHER CONTINGENCY PLANNING SUPPORT (OCT 1998)	JUN 1999
52.202-1 Alt I	Definitions (Oct 1995) – Alternate I	APR 1984
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 1999
52.211-14	Notice of Priority Rating For National Defense Use	SEP 1990
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.222-6	Davis Bacon Act	FEB 1985
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.225-5	Buy American Act – Construction Materials	JUN 1997

52.225-11	Restrictions On Certain Foreign Purchases	AUG 1998
52.228-11	Pledges of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	OCT 1997
52.229-2	North Carolina State and Local Sales and Use Tax	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-27	Prompt Payment for Construction Contracts	MAY 1997
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.245-3	Identification of Government-Furnished Property	APR 1984
52.245-4	Government-Furnished Property (Short Form)	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.249-1	Termination for Convenience of the Government	Apr 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	DEC 1991
252.225-7031	Secondary Arab Boycott of Israel	JUN 1992
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7000	Modification Proposals – Price Breakdown	DEC 1991
252.242-7000	Postaward Conference	DEC 1991

52.000-4005 I INVOICES/PAYMENT (JAN 2000)

(a) **Invoices: PROVIDE ORIGINAL AND (1) COPY OF INVOICE TO PWBC, CMD, ATTN: HAROLD HILL, FORT BRAGG, NC 28310.**

(b) **Payment will be made by: CHOOSE ONE:**

(1) **IMPAC (VISA CREDIT CARD).**

(2) **DFAS (ELECTRONIC FUNDS TRANSFER (EFT)).**

(End of clause)

52.000-4012 I INSURANCE REQUIREMENTS (JUN 1999)

The following kinds and minimum amounts of insurance are required in accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation."

KIND:	AMOUNT:
Workmen's Compensation and Occupational Disease Insurance	Amount required by the State in which this contract is performed
Employer's Liability Insurance	\$100,000
Comprehensive General Liability Insurance for Bodily Injury	\$500,000 per occurrence
Comprehensive Automobile Liability	\$200,000 per person \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage (End of Clause)

52.000-4023 PREAWARD DATA (FEB 1999)

The Government reserves the right, prior to making an award, to conduct a preaward survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The preaward survey may include, but will not necessarily be limited to, the following factors:

- (1) Financial resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (2) Ability to comply with required schedules;
- (3) Past record of integrity;
- (4) Past record of performance; and
- (5) Ability to meet other qualifications and eligibility requirements to receive an award of a contract.
- (6) An on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A preaward survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

Three Performance References:

Name : _____
 Address : _____
 Point of Contact: _____
 Phone: _____
 Contract Number: _____

Amount: _____
 Description: _____

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Contract Number: _____
 Amount: _____
 Description: _____

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Contract Number: _____
 Amount: _____ Description: _____

Financial Reference:

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Account Number: _____

(End of Clause)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

- ___ Corporate entity (not tax-exempt);
- ___ Corporate entity (tax-exempt);
- ___ Government entity (Federal, State, or local);
- ___ Foreign government;
- ___ International organization per 26 CFR 1.6049-4;
- ___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **14** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **60 DAYS THEREAFTER**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$135.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **235510**.

(2) The small business size standard is **\$11.5 MILLION IN AVERAGE ANNUAL RECEIPTS OVER THE PST THREE FISCAL YEARS..**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-20 NOTICE OF EMERGING SMALL BUSINESS SET-ASIDE (JAN 1991)

Offers or quotations under this acquisition are solicited from emerging small business concerns only. Offers that are not from an emerging small business shall not be considered and shall be rejected.

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

____ 501 - 750 ____ \$5,000,001 - \$10 million

____ 751 - 1,000 ____ \$10,000,001 - \$17 million

____ 17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
26.2	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Fort Bragg, NC 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for—**Wednesday, 11 Jun 2001 at 9 a.m.**

(c) Participants will meet at—**PWBC CONTRACTING OFFICE**